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ABSTRACT

The purpose of this agreement is to provide the union and employer with a contract that will encourage a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. Articles of the agreement cover academic freedom, management rights, nondiscrimination, personnel files, promotion, tenure, layoff, grievance procedures, arbitration, workload, salary schedules, fringe benefits retirement, departmental governance, recording of instruction, and employer-union relationships. Three memoranda of understanding are also included. This agreement is in effect from September 1, 1974 until August 31, 1977. PG)

ED104277

Agreement

between

Long Island University and the United Federation of College Teachers

local 1460 - American Federation of Teachers - AFL-CIO

C. W. POST CENTER

SEPTEMBER 1, 1974

to

AUGUST 31, 1977

HE 006 912

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ARTICLE I

PREAMBLE

The purpose of this Agreement is to provide the Union and Employer with a contract which will encourage a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service.

This Agreement seeks to promote and assure the most effective and orderly relationship between the Union and Employer. This Agreement is entered upon with the expectation that the professional employees represented by the Union shall be part of and contribute to the development of the Center.

ARTICLE II

ACADEMIC FREEDOM

The Employer and the Union have subscribed and will continue to subscribe to the concepts of Academic Freedom as follows:

A college best serves its community as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. In this general frame, Academic Freedom is understood to mean:

1. Freedom for the teacher in the classroom to discuss his subject fully. As a general principle he should avoid introducing into his teaching matters which are unrelated to his subject, whether controversial or not; but neither he nor his students need be rigidly confined by conventional divisions between subjects.
2. Freedom to engage in research and to publish the results of research.
3. Freedom from institutional censorship or discipline when writing or speaking as a citizen, including discussion of academic policies, provided he does not represent himself as an institutional spokesman.

ARTICLE III

RECOGNITION

Pursuant to the NLRB Certification and Case #29-RC-2335, C. W. Post Center of Long Island University, hereinafter referred to as the Employer, recognizes the C. W. Post Chapter of the United Federation of College Teachers, Local 1460, New York State United Teachers, American Federation of Teachers, AFL-CIO National Education Association, hereinafter referred to as the Union, as the exclusive bargaining agent with respect to all terms and conditions of employment for the Unit described in the certification. The rights granted to the Union shall not be afforded to any other group of employees organized for the purpose of representing members of this unit in collective bargaining.

UNIT: INCLUDED: All full-time professors, associate professors, assistant professors, instructors, professional librarians, department chairmen, guidance counselors, and research associates employed at the Employer's C. W. Post Center, Brookville, New York.

EXCLUDED. Part-time (adjunct) faculty members, academic counselors, all other employees, guards and supervisors as defined in the Act.

ARTICLE IV

STATUTES, STANDARDS AND PAST PRACTICES

The Revised Statutes (1973) are incorporated into this document by reference. The Union and the Employer agree to be bound by them, except where this Agreement contradicts them.

Terms and conditions of employment in effect prior to this Agreement and not covered by this Agreement, shall not be diminished during the term of this Agreement.

Past practices promulgated by the University Center Administration together with any other practices adhered to by the C. W. Post Center shall continue provided they are not in conflict with this Agreement and provided any such past practice shall not be based on a single aberrant act. If there is such conflict, this Agreement shall prevail.

ARTICLE V

MANAGEMENT RIGHTS

Nothing in this Agreement shall derogate or impair any power, right or duty heretofore possessed by the Board or by the Administration except where such right, power, or duty is limited by this Contract.

ARTICLE VI

NON-DISCRIMINATION

Neither the Employer nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or activity on behalf of the Union.

Neither the Employer nor the Union will discriminate with respect to hiring, continuance of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, age, national origin, religious preference, sexual orientation, political belief or membership or activity on behalf of the University or the Union.

Nothing herein is meant to protect any employee whose conduct is in violation of the law.

The Employer will not discourage or attempt to discourage membership in the Union.

The Union agrees that it will admit to membership and represent equally all employees in the bargaining Unit.

Nothing in this Contract is intended to, or should be construed as, in any way placing the Employer or the Union in violation of legal requirements concerning Affirmative Action as regards employment and promotion.

ARTICLE VII

PERSONNEL COMMITTEES

Each Department (and the Library) shall elect, annually or biennially, a Personnel Committee, by secret ballot of all full-time faculty members of the Department (or Library). Advance notice of at least ten days shall be given for the election meeting; the Chairman (or Director) shall notify all full-time members of the Department (or Library). The meeting shall be held on campus; a majority vote shall decide each issue involved in the establishment of the Personnel Committee.

The Department Chairman may not be a member of the Personnel Committee. No faculty member may serve on a Personnel Committee which is considering the case of himself or a relative. Only those qualified voters who are present at the time a vote is taken, may vote.

If a Department has four or fewer full-time faculty members, then the Faculty Council members of the umbrella Division or School shall be included on the Personnel Committee of that Department.

Each Department shall promulgate a comprehensive statement of the composition, rules and procedures of its Personnel Committee. Each Department shall determine the criteria appropriate to the discipline (supplemental to the minima stated in other Articles of this Agreement) which shall be applied by the Per-

sonnel Committee of that Department in its recommendations for appointment, reappointment, promotion, and tenure. Departments shall consider the appropriateness to their discipline of the following, while formulating their criteria: evidence of instructional ability, as attested to by faculty and student evaluations; evidence presented by the candidate himself; attainment of advanced degrees; evidence of professional growth; receipt of grants; quantity and quality of involvement in Departmental, Center, and University-wide activities; the extent to which the candidate provides the requisite coverage (in breadth and depth) of specialty areas; professional contributions to the community at large; and evidence of innovative or creative work. The criteria formulated by the Department shall be subject to review by the Center Tenure and Promotion Board, in consultation with the Administration, for the purpose of achieving consensus on appropriate standards and equity throughout C. W. Post Center. Both the procedural statement and a statement of the criteria shall be submitted to the Center Tenure and Promotion Board and to the President of C. W. Post Center, and shall be provided to all concerned parties.

The Initiation of adjunct appointments, which is the Chairman's responsibility, shall require the concurrence of the Personnel Committee if time permits.

ARTICLE VIII

PERSONNEL FILES

All files maintained on personnel are confidential. No file other than the one described in this Article shall be used for the evaluation of a Unit member with respect to any type of personnel action.

At the time of the initial appointment of a Unit member, the appropriate Dean shall establish a personnel file, which alone shall be pertinent to evaluation for reappointment, promotion, and tenure and which shall be available only as described below.

The file shall contain such information as his colleagues, Personnel Committee, Department Chairperson or Administrators directly involved in personnel decisions, consider desirable prior to appointment, as well as documents of appointment and annual contracts. Included shall also be statements or forms required by this Agreement for review of the Unit member's performance. Anonymous documents shall not be included. The Unit member must initial within two weeks any material placed therein and shall have the right to write a response if he so desires. Initialing does not constitute approval.

The Unit member may contribute to the file appropriate items which record his contributions or support his desire for continued service.

The Departmental Personnel Committee and Center Tenure and Promotion Board shall have access to the file when it is pertinent to reappointment, promotion, or tenure of the concerned Unit member.

The file in its entirety shall be accessible to the Department Chairperson, the Administrators directly involved in personnel decisions, the individual Unit member, and any other individuals designated by the Unit member. This designation must be in writing.

Every effort will be made to ensure that on the inside cover of the file all contents of the file shall be recorded by date of submission.

ARTICLE IX

INITIAL APPOINTMENT

Both the Employer and the Union subscribe to the principle of peer evaluation as requisite to maintaining a sound academic institution. The responsibility for evaluating the credentials of faculty members and for determining their eligibility for appointment, reappointment, and tenure rests primarily with the faculty.

The initial appointment of a faculty member to a department at C. W. Post Center is made by the Dean (or Director of Libraries) following the initiation (or endorsement) of a recommendation to do so by a faculty committee as specified herein.

In existing Departments, the Department (or Library) Personnel Committee shall review all applicants, and shall normally initiate the recommendation for an individual's appointment (including rank and salary step on the schedule). Any proposed appointment which is not initiated by a Personnel Committee must be endorsed by the Center Tenure and Promotion Board. Such endorsement shall not be unreasonably withheld. The concurrence of the Union is required whenever a new faculty member is brought in at a salary step higher than the first step for the rank at which he is appointed.

The Employer will not reduce the number of full-time positions at C. W. Post Center nor transfer departmental full-time lines during the term of this Agreement unless such action is reasonably required by decreased or inadequate enrollments or the expiration of a grant or endowment specifically funding the position or an analogous situation.

ARTICLE X

REAPPOINTMENT

All Unit members who do not have contractual continuation of employment, tenure, or visiting appointment, shall have probationary employment, and the renewal or non-renewal of their appointments shall be in conformity with the provisions of this Article.

Normally, the responsibility for initiating a recommendation for reappointment shall rest with the faculty of the department or the Library. They should normally consider the following criteria: evidence of instructional ability as attested to by faculty and student evaluations which originate at C. W. Post Center; evidence presented by the candidate himself; attainment of advanced degrees; evidence of professional growth; receipt of grants; publications; involvement in Institutional affairs; the extent to which the candidate provides the requisite coverage in departmental offerings; professional contributions to the community at large; and, evidence of innovative or creative work.

For each year of probationary employment, at least one review and evaluation of the employee's performance (including a recommendation on reappointment) shall be carried out. The department chairman shall be responsible for insuring that a full written report of the findings of every such review shall be added to the employee's Personnel File.

The mandatory first-year and second-year reviews shall be carried out by the Chairman of the employee's Department; for those

years, the Department's Personnel Committee and the appropriate Dean or Director may also carry out reviews of their own. Thereafter, the mandatory yearly review shall be carried out by the Departmental Personnel Committee, and the Dean or Director and Chairman may also carry out reviews of their own. All mandatory reviews are to be completed during a regular academic semester and resultant report submitted at least 15 days before the notice of non-reappointment deadline. Decisions not to renew appointment beyond a given year shall not be made prior to the date by which the review for that year is to be completed.

Failure on the part of Unit members to perform properly the mandatory reviews shall not constitute a grievance by the probationary faculty member against the Employer. Failure of the Administration to fulfill its obligations under this article does constitute a grievance.

A probationary employee who has completed two or more years of service and who has received notice of non-renewal based on negative evaluation of performance may request (and shall receive) a reconsideration of his case during the Fall semester of his terminal year.

The maximum period of probationary employment shall be seven years at Long Island University. For a faculty member with comparable previous full-time service at another institution, the maximum probationary period may be reduced, such reduction not to exceed three years. In all such cases, the maximum probationary period will be agreed to in advance of initial employment and stated in the initial contract.

Notice of non-renewal must be given to the employee by March 1 of his first year of probationary employment, by December 1 of his second year, and by September 1 (i.e., a full 12 months notice) of subsequent years. In the event of initial appointment on a date other than September 1, then a six month, nine month, twelve month notice, respectively, applies from the date of initial appointment, regarding timely notice. The employer is obligated to offer renewal if timely notice of non-renewal, as defined herein, is not given.

Any faculty member who is appointed after September 1 but before August 31 will automatically be given probationary time dating back to September 1 of the academic year of initial appointment.

A decision by the employer not to renew the appointment of a probationary employee shall be made only when based on:

a) A decision by the employer to reduce the staff of the Department in which the probationary employee is employed. Such reduction will not be made unless such action is reasonably required by decreased or inadequate enrollments or the expiration of a grant or endowment specifically funding the position or an analogous situation. In such cases, the Personnel Committee of the Department shall identify the person to be released. If a timely decision is not forthcoming from the Committee, the reduction shall take place in reverse order of seniority. Any probationary employee whose appointment is not renewed because of a decision to reduce the staff of his Department shall be offered

reappointment (at his previous rank and with seniority intact) in preference to anyone else, should the staff of that Department be increased during the two years following his departure.

Such offer shall expire twenty (20) days after transmittal by Registered mail to the terminated faculty member at his official address. Each terminated faculty member shall be responsible for notifying the Employer of any subsequent change thereof. If the offer is not accepted within the 20-day period, it shall not constitute a waiver of the right to subsequent offers within the two-year period.

b) Negative evaluation of his performance, adequately documented in his Personnel File.

c) For cause as defined in Article XV.

The provisions of this Article refer only to probationary status.

ARTICLE XI

PROMOTION

Promotion will be based solely on merit. To this end, the following minimum criteria shall be in effect and shall not be increased or otherwise added to or diminished during the life of this Agreement. Appropriate terminal degree for promotion to or within professorial rank (for Library faculty: 30 graduate credits beyond the appropriate Library Masters degree); four years in rank in the service of the Employer as Assistant Professor to Associate Professor; five years in rank in the service of the Employer as Associate Professor to Full Professor. However, the President will, on request of the Center Tenure and Promotion Board, present to the Educational Policies Committee a petition to waive these criteria. Only in rare instances of exceptional merit will candidates be recommended by departmental and Center faculty committees in anticipation of a petition for waiver.

Departmental and Center faculty committees will be responsible for establishing, publishing, and applying additional criteria to ensure high academic standards and to recognize individual achievement.

Normally, the responsibility for initiating a recommendation for promotion shall rest with the Department (or Library) Personnel Committee. Every faculty member who meets the minimum

qualifications for promotion shall be reviewed by his department. In exceptional circumstances, the Center Tenure and Promotion Board may initiate such a review and make a recommendation. Faculty initiation and endorsement are required for promotion in all cases prior to reaching the "maximum" period in rank (described below).

In all cases the Department Chairman may comment on the recommendation. This will occur after the Departmental Personnel Committee recommendation, or, in the cases where the initial review takes place by the Center Tenure and Promotion Board, his comment will follow.

In the normal procedure, the Dean or Director will comment on the recommendation before sending it on the Center Tenure and Promotion Board. The Academic Vice President will comment after the Center Tenure and Promotion Board, informing both the President and the Center Tenure and Promotion Board of agreements and disagreements. The President and Center Tenure and Promotion Board shall meet to discuss disagreements. Exceptional cases (initiated by the Center Tenure and Promotion Board) shall receive comment by the Dean or Director and the Academic Vice President before being sent to the President. All recommendations, both positive and negative, shall be submitted to the University Administration and to the Board of Trustees.

When a faculty member has satisfied the minimum criteria for promotion and has been recommended for promotion by Department and Center committees in three consecutive years, then

promotion shall be granted except in rare cases and for compelling reasons which will be stated in writing if desired.

There shall be a maximum period, for faculty satisfying minimal criteria, of eight years in the rank of Assistant Professor in the service of the Employer and eleven years in the rank of Associate Professor in the service of the Employer. After this maximum period, a candidate having the support of either of the Faculty committees or the Administration shall be promoted. Tenured faculty members holding the rank of Instructor as of September 1, 1974, shall be promoted to Assistant Professor effective September 1, 1975.

ARTICLE XII

TENURE

The probationary period for full-time faculty shall be no more than seven years. If a faculty member is not granted tenure and does not qualify for the status described in Article XIII (Contractual Continuation of Employment), he will then be given notice of termination no later than June 1st of the sixth year of service, which shall terminate at the end of his seventh year.

Both the Employer and the Union subscribe to the principle of peer evaluation as requisite to maintain a sound academic institution. The responsibility for evaluating candidates shall rest with the Personnel Committee of the Department (or Library) and the Center Tenure and Promotion Board. Every faculty member who meets the minimum eligibility criteria specified below shall receive fair and impartial evaluation by the appropriate committee, under previously established and published criteria appropriate to the discipline (as required by Article VII (Personnel Committees)). If more candidates are recommended for tenure than positions available, the Personnel Committee shall designate which candidates shall fill those positions.

The minimum criteria of eligibility for tenure are: (1) satisfaction of the criteria for promotion to professorial rank stated in Article XI (Promotion); (2) completion of at least four and one-half years of full-time faculty service, at least two of those in the Department which recommends tenure.

Determination of availability of tenure positions is a Board of Trustee prerogative. Positions for tenure are determined by the Administration by a fair and objective analysis of the Department or Program needs, enrollment trends, cost-income ratio, and other applicable data concerning the C. W. Post Center. Existing practices and criteria which result in the availability of positions for the granting of tenure will be continued throughout the life of this Agreement in all Departments and the Library. The number of tenured positions in any Department or the Library shall not be reduced during the life of this Agreement, unless warranted by a significant decline in, or inadequate enrollments in the Department. The availabilities approved by the E.P.C. for 1975-76 shall not be withdrawn.

There shall be a Center Tenure and Promotion Board, composed of tenured full-time faculty, elected by the full-time faculty of C.W. Post Center. Departmental tenure recommendations are forwarded for review to the appropriate Dean or Director, and then (with his recommendation) to the Center Tenure and Promotion Board. The Chairman of the Department may add his own recommendation to the recommendation of the Personnel Committee. The Center Tenure and Promotion Board shall review all positive Departmental recommendations (and also negative recommendations, upon appeal from the faculty member) with the attached recommendation of the Dean (or Director). The recommendation of the Center Tenure and Promotion Board must be reasonably based on evidence of merit in

the Personnel File. The Tenure and Promotion Board will forward its final recommendations on tenure, together with all materials received by it, to the Academic Vice President.

The Center Administration shall review the decisions of the Center Tenure and Promotion Board and transmit them to the University. Except for compelling reasons, the Administration shall concur with faculty recommendations. If the President disagrees with the recommendation of the Center Tenure and Promotion Board, he shall meet with the Tenure and Promotion Board, to consider the matter jointly, before rendering his final decision. The President's decision shall be reasonably based upon the evidence of merit in the Personnel File. Board of Trustee action on tenure recommendations shall be reasonably based on the evidence of merit in the Personnel File and the faculty and Administration judgments stated in the recommendations.

Any candidate who receives a negative tenure recommendation from his Department Personnel Committee, Chairman, the Center Tenure and Promotion Board, or the Administration, shall be given upon request a written statement of the reasons for that negative decision.

Tenure will end on August 31 of the fiscal year in which the faculty member reaches retirement age.

ARTICLE XIII

CONTRACTUAL CONTINUATION OF EMPLOYMENT

The Employer and the Union recognize that situations occur where probationary employees in their sixth or seventh year of probationary service, although judged to be deserving of tenure by the process described in Article XII (Tenure), are not awarded tenure because of a lack of an available tenured position. The Employer and the Union agree that such individuals, for whom a full-time workload exists, shall be offered full-time faculty employment within the terms of this Agreement.

The Employer and the Union also recognize that situations occur where probationary employees in their sixth or seventh year of probationary service, although judged by their peers to be deserving of tenure, do not satisfy minimal qualifications for eligibility enunciated in Article XII (Tenure). With the concurrence of the Administration, they shall be offered employment as described above.

Should an additional tenure position be authorized in a Department in which a faculty member holds continuing employment, that individual shall be granted tenure provided that he has met the minimum qualifications for eligibility. If there are several such individuals, the one with the most seniority shall be granted tenure.

Persons in the category described in this Article shall not be considered to be in probationary status, nor shall they be

considered tenured, de facto or otherwise. It is agreed that the granting of tenure is by the explicit authorization of the Board of Trustees only. The Employer and the Union recognize and agree that the limitation of non-tenured full-time service to seven years, embodied in the 1940 AAUP Statement, shall not apply to Unit members with the status described in this Article. It is therefore agreed that the practice of tenure by estoppel inherent in the joint AAUP-AAC Statement on Academic Freedom and Tenure shall not apply for Unit members who are granted contractual continuation of employment.

ARTICLE XIV

PSYCHOLOGICAL COUNSELORS

A Personnel Committee of Psychological Counselors shall normally initiate recommendations for new appointments of psychological counselors. The Personnel Committee shall establish a procedure for yearly peer review of psychological counselors. The results of such peer reviews shall be placed in the Personnel File. Psychological Counselors shall enjoy the same fringe benefits as faculty members, but shall not be eligible for tenure or sabbaticals.

ARTICLE XV

JUST CAUSE

No Unit member may be reprimanded, suspended, discharged, reduced in rank or compensation, or otherwise disciplined, except for just cause.

ARTICLE XVI

LAYOFF

There shall be no layoffs of Unit members during the life of this Agreement, except for probationary employees whose appointment is not renewed in accordance with the provisions of Article X (Reappointment).

ARTICLE XVII

GRIEVANCE PROCEDURE AND ARBITRATION

Purpose. The Employer and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. The orderly processes hereinafter set forth will be the sole method used for the filing and processing of any grievance.

Definition. A grievance is an allegation, by an employee, employees, or the Union, that there has occurred a violation, abuse, or misapplication of any provision of this Agreement.

Representation. Grievances may be filed and processed by any employee (or employees) in the bargaining unit, or by the C. W. Post Chapter President of the Union, or his or her designee. The Unit member may be represented by the C. W. Post Chapter U.F.C.T. President or his designee, or by any other person of his choosing provided that such a person is not acting in an official capacity for an employee organization other than the Union. Should the grievant be represented by a party other than the Union, the Union shall be advised of the hearing at least four calendar days prior to such hearing, and the Union shall have the right to be present and to participate at all stages of the grievance.

Procedure

Informal Stage. An aggrieved employee and the appropriate Dean (or Director) may meet to resolve a grievance in an informal manner. The foregoing shall not preclude an aggrieved Unit member

from attempting to resolve his grievance within his department. If any determination is made by the Dean or Director at such an informal meeting which diminishes, amends, or otherwise modifies the provisions of this Agreement, then a 90-day time limit shall prevail for filing a grievance.

A grievance should be filed in writing by an employee (s) or the Union within 60 calendar days from the date of occurrence. If that date should fall between May 15 and August 15, the grievance may be filed up to and including October 1. Any grievance not processed in accordance with the time limit specified herein shall be deemed waived.

Step One. A grievance must be stated in writing, setting forth the basis therefor and the remedy requested. All grievances shall be filed with the appropriate Dean (or Director). Within 10 calendar days of his receipt of the grievance, the Dean (or Director) or his designee shall meet with the grievant and a representative of the Union for the purpose of resolving the grievance. The Dean (or Director) or his designee shall, within 10 calendar days of the grievance meeting, issue his decision with reasons in writing to the grievant and to the Union.

Step Two. If the grievance has not been settled at Step One, then, within 10 calendar days of receipt of the written decision of the Dean (or Director) or his designee, or upon the expiration of the time limits for such a decision, the grievant and the Union may submit the grievance in writing to the President of C. W. Post Center, together with a copy of the decision of the Dean (or Director) or his designee. The President or his designee

shall meet the grievant and representatives of the Union within 10 calendar days of the receipt of the grievance, for the purpose of resolving the grievance. Within 10 calendar days of the grievance meeting, the President or his designee shall issue his decision with reasons in writing to the grievant and to the Union.

Step Three. (Arbitration) If the grievance has not been settled at Step Two, then within 30 calendar days after the receipt of the written decision of the President or his designee, the Union may request arbitration by giving notice to that effect, by certified mail return receipt, to the President or his designee and to the American Arbitration Association (AAA). The arbitration procedure shall be in accordance with the rules of the AAA. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement. A final decision or award of the arbitrator shall be made in accordance with the rules and regulations of the AAA. Such decision or award shall be binding upon the Union, the Employer, and the employees affected thereby. The cost of filing the demand for arbitration and the arbitrator's fees, including his expenses, shall be borne equally by the Union and the Employer. All other expenses, such as attorney's fees, shall be borne by the parties incurring said expenses.

General Provisions.

1. No reprisals of any kind shall be taken against any employee or the Union for the filing and processing of any grievance.

2. Wherever a time limit is provided by this Article, the parties shall have the right to extend the period by consent.

However, it is understood that the purpose of the procedure is to resolve grievances quickly.

3. When hearings or conferences are held, under this Article, on school time, faculty members who are entitled to be present at the hearing or who are called as witnesses by a party, shall be excused from other duties without penalty for that purpose.

4. In the event that a grievance is instituted close to the end of the school year, the parties shall attempt to resolve the grievance prior to the end of the school year.

5. Withdrawal or Resolution of grievances: A grievant may withdraw his grievance at any level. However, if in the judgment of the Union the grievance affects the welfare of the Unit, the grievance procedure may be continued as a grievance of the Union. In any event, the withdrawal or resolution of a grievance shall not constitute a precedent which might affect similar cases.

When a grievance concerns either tenure or promotion, only the procedures and not the substance shall be subject to arbitration.

ARTICLE XVIII

ACADEMIC YEAR

The Academic Year starts on the first Tuesday in September and ends with the Spring Commencement exercises.

The academic calendar will be prepared by the C. W. Post Center Presidential Calendar Committee (constituted as in 1973-74) and forwarded to the President for approval. Such calendars shall be modeled upon the calendar of 1974-75; no deviation from that model will occur without the concurrence of the faculty (expressed by vote in a Center faculty meeting). The traditional Thanksgiving, Winter, and Spring recesses and approved holidays shall be observed. The 1973-74 compensatory time policies for work during recesses and on holidays shall continue for librarians and psychological counselors.

Both parties reaffirm that attendance at ceremonial occasions such as commencement exercises and special convocations represents an important part of the professional obligations of the faculty. In this connection, it is expected that all faculty members, as a part of their professional responsibilities, will normally participate in all such ceremonies.

ARTICLE XIX

WORKLOAD

1. Faculty

A. Regular Faculty Workload

1. The regular workload for faculty shall be as follows:

a. The regular workload shall include participation in faculty committees and faculty meetings. The regular workload shall be scheduled during the regular Fall and Spring semesters.

b. Classroom faculty shall teach 12 credits in each regular Fall and Spring semester. Any reduction will be spelled out in the Article on released time. Office hours shall be one hour for each three-credit section, scheduled to be convenient to the students insofar as is possible, and other meetings by appointment.

B. Graduate Business Faculty

1. A full-time faculty member in the Graduate School of Business would be expected to teach his full load in two of the three semesters. Anything above this workload would be considered on an overload basis. In general, a faculty member would not teach four courses in one semester, two in a second semester, and two in a third semester. He would be expected to teach four courses in two of the three semesters.

2. It is understood that a faculty member does not have the prerogative to teach in any two semesters he chooses. Rather, the assignment is made by the Dean, taking into account the nature of the program. The Dean will also consider the ramifications of scheduling four courses for a faculty member in the Summer semester. Hence, a schedule that would require no teaching in the Fall semester, four courses in the Spring semester, and four in the Summer will be well planned so as to minimize the possibility that an underload would occur.

C. Librarians

Library faculty shall be on duty 35 hours per week. The work year shall be ten months for the life of this Agreement. Any librarian wishing to work additional time, up to one month, shall be afforded the opportunity to do so. Library faculty shall have priority in The assignment of any additional Library overload. Overload compensation will be paid at the rate of three overload credits per month, at the standard faculty overload rate. Vacation schedules will be arranged by consent of Library faculty and the Director of Libraries, taking into account past vacation schedules and the needs of the Library.

2. Psychological Counselors

The regular workload for Psychological Counselors shall be 35 hours per week during the calendar year. Normally, the month of July will be the vacation period for the Psychological Counselors. The Employer shall give timely notice of work schedules. Alternative vacation schedules may be arranged by mutual consent of the Psychological Counselors and the Director of the Division of Student Growth. All counselling beyond the regular 35 hours per week and/or during vacation periods shall be considered additional workload.

3. Teaching Schedule

Fairness shall be used in the distribution of courses within a department and in the scheduling of classes -- taking into account survey, advanced, or graduate classes, and the allocation of day and evening sections. Full-time faculty, where qualified, shall receive precedence in the assignment of a full workload. A full workload shall be provided, where possible, before adjuncts are assigned courses, or overloads assigned.

A faculty member's teaching workload shall be as compact as practical, taking into account the academic integrity of the program, unless he requests otherwise.

The personnel committee of each department may assist the chairman in the scheduling of classes. The personnel committee shall have the right to review all teaching assignments including adjunct and overload, which are prepared by the chairman in con-

sultation with the faculty member.

Should there be a serious difference of opinion between the chairman and the faculty member over an assignment of courses, then the Dean will resolve the matter. The Dean will consult with the departmental personnel committee before a resolution is enacted, provided adequate time exists before the beginning of classes.

A. Faculty Overload

Any course taught in excess of the regular workload is considered as overload. Such assignments shall be made by the department chairman. All department faculty who so desire shall have equal access to all available courses.

Overload courses shall be made available to faculty in the following order of priority:

1. All courses offered in regular and special sessions by a faculty department, subject to their being adequately enrolled, shall be assigned to full-time departmental faculty in fulfillment of their regular workload requirements.
2. All remaining courses shall be assigned in the following order:
   a. Courses shall be assigned to qualified underloaded Long Island University tenured faculty in

satisfaction of their regular workload requirement (reassigned workload), subject to the limits specified below.

b. Courses remaining shall be assigned on request to qualified Post Center faculty (including tenured faculty members holding full time Administrative positions) as overload, in accordance with the limits listed below.

c. Courses remaining after 1. and 2. above are satisfied shall be offered to adjunct faculty.

The following limits and compensation policy shall pertain:

1. Reassigned Workload. Workload identified under a. above may be assigned to qualified, underloaded, tenured Long Island University faculty. Such assignment shall be subject to the following limits and conditions:

a. The Employer and the Union agree, as a matter of principle, that it is the University's responsibility to reassign workload to underloaded tenured faculty members in the University. To this end, 3 credits per full time C. W. Post Center faculty member in each department will be made available for reassignment during each fiscal year (September 1 - August 31) (only 1½ credits will be used in 1974-75) plus an unallocated block of 24 credits per fiscal year, 12 of which, only, may be

used each semester/session during the life of of this Agreement, subject also to a Center-wide limit of 250 credits in any regular semester. The assignment of course sections to underloaded tenured faculty members within the University (whether in regular or special sessions, on or off campus, etc.) is the responsibility of the Department chairman, who will consult with the personnel committee if time permits. No more than 12 reassigned workload credits may be assigned to one individual in a fiscal year.

b. Reassigned faculty shall continue their Departmental affiliations and voting rights at their present Center; they shall not be deemed members of the Post Center faculty or bargaining Unit.

c. No Department's cost/income index shall be adversely affected by reassigned workload.

d. Reassigned workload shall not be the basis for replacement of full-time Post Center faculty, or for decreasing the number of full-time positions in any Department.

2. Overload limits

a. No more than six credits per regular semester.

b. No more than six credits per Summer session.

c. No more than three credits per Weekend College session.

d. No more than three credits per Mini-Semester.

e. These limits may be exceeded only on the recommendation of the department and the approval of the Dean.

3. Compensation Policy

No full-time faculty member will receive compensation for overload until he has taught, or is teaching, his full workload.

B. Faculty Underloads

1. Underloads resulting from under-enrollment shall be made up as work becomes available during that or the following academic year. However, the faculty member may choose to take a proportionate salary reduction in place of making up the underload.

2. Upon the recommendation of the Department, the Administration may authorize an underload in return for a proportionate reduction in a faculty member's salary.

3. After each nine years of full-time service at Post, a faculty member will become eligible for a Griffith Plan.

The Administration agrees to make Griffith plans available each year to the limit of one percent of the faculty on the two-semester plan and one percent on on the one-semester plan. The recommendation of the

Department and the approval of the Center Tenure and Promotion Board and the Administration are required. The Administration will concur with the recommendation unless there are compelling reasons. The Center Tenure and Promotion Board shall ensure that a fair distribution of grants is made among applicants with regard to Departmental affiliations. Faculty members wishing to engage in research or to continue their education or training shall be eligible to participate in the plan. The Griffith Plan will not be used to generate new or more employment.

C. Team Teaching

Compensation for any team-taught three-credit course shall be made proportionately according to the following:

4 credits for 28 to 34 students

5 credits for 35 to 44 students

6 credits for 45 or more students

An exception will be made for the first time the course is offered as follows:

4 credits for 24 to 30 students

5 credits for 31 to 40 students

6 credits for 41 or more students

D. Other

The regular workload may also be met by conducting or supervising laboratories or workshops.

One credit will be given for the supervision of each graduate thesis. No more than three credits will be given for the supervision of three or more theses in any one semester. Credits for the supervision of theses will be given only for the semester in which the students are registered.

Two credits will be given for each three students in Elementary Education, in student teaching courses, supervised in the Undergraduate School of Education.

One credit for each two students in Secondary Education, in student teaching courses, supervised in the Undergraduate School of Education. In the Graduate School of Education, the following credits will be given for supervision of student teaching:

3/5 of a credit for each student.

4. Maximum Class Size

Class sizes that have been set and approved by the Administration for the 1973-74 year shall not be changed by the Administration for the life of this Agreement. Permission of the instructor will be required if those numbers are to be exceeded.

For new courses that are introduced during the life of this Agreement, maximum class sizes will be set by agreement with the Department and the Administration, after taking into account the nature of the course and the Department.

ARTICLE XX

RELEASED TIME

"Released Time" means reduction of the normal full-time workload. When released time is granted, such action shall not increase the normal workload of any other Unit member. Faculty members granted released time shall be eligible to teach overloads. Released time for Library faculty shall be computed on the basis of nine hours per week for each three-credit reduction.

The Employer shall grant the following released time:

1. The position of Department Chairman shall provide for six credits per regular semester released time.
2. Faculty Service -- the following released time in each regular semester:
   - A. Union - six credits
   - B. Faculty Council - three "
   - C. Academic Standing Committee - three "
   - D. Center Tenure & Promotion Board - three "
   - E. College Curriculum Committee - three "
3. Academic Released Time

   Every Full Professor who held the rank as of September 1, 1974, shall receive a three-credit reduction in the Fall and/or Spring semester if he teaches one or more graduate courses in his discipline in the respective semester. (For the remainder of

this Article, Full Professor is intended to mean Full Professor who held the rank as of September 1, 1974.)

A pool of 54 credits is established, to be allocated among the departments of the Center proportionate to the student semester hours for the most recent semester for which data is available. For any department receiving less than three credits, the Academic Vice President will allocate such credits to other departments with the intent of bringing the allocation up to three or more. Such allocation will be rotational, by semester, and will not be used to grant one department six or more credits in units of three if any other department is below three. The department will decide the allocation of its released time. Such allocation would not allow any faculty member to achieve a workload of less than six credits per semester. The pool will be decreased by ½ credit for each Full Professor who teaches a graduate course. The pool will necessarily be established for each semester following a count of Full Professors teaching graduate courses.

For each Full Professor who retires, the pool will be increased by 1½ credits.

Examples: 1. No Full Professors teach graduate courses: the pool stands at 54 credits.

2. 44 Full Professors teach graduate courses: the pool stands at 32 credits.

3. 108 Full Professors teach graduate courses:
the pool stands at 0 credits.

4. 50 Full Professors teach graduate courses,
and 9 Full Professors retired:
the pool stands at 44 credits.

5. All Full Professors retired:
the pool stands at 216 credits.

It is understood that past practices according to which the Administration gives Released Time for administrative duties may continue.

ARTICLE XXI

SENIORITY

Seniority of Unit members shall mean years of full-time service, including paid leaves and administrative service, at C. W. Post Center (without regard to rank) during which the person had faculty rank. For Unit members with such service at other Centers of LIU seniority shall be determined by the total number of years of such service in the University.

In the event that two faculty members have the same number of years of full-time service the faculty member of greater rank shall have seniority.

In the event that two faculty members are equal in years of full-time service and are of equal rank, the faculty member who has held that rank the longer shall have seniority.

In the event that all the above are equal, the faculty member with the earlier date of birth shall have seniority.

ARTICLE XXII

LEAVES

Existing University policies and practices pertaining to leaves, paid and unpaid, shall be continued for the life of this Agreement, except as provided below.

Faculty members who meet the minimum qualifications for tenure become eligible for sabbatical leave in every seventh year (including paid leave) of continuous full-time service with the Employer, except when the seventh year is the terminal year of a probationary employee. Periods of unpaid leave do not count as interruptions in continuity of service.

Sabbatical leaves for eligible faculty may be deferred by the faculty member or by the Administration for academic or budgetary reasons. When leaves are deferred, the affected faculty member is placed in a priority category with respect to consideration for leave assignment. Deferral shall not affect the date of eligibility for subsequent leaves, whether such deferral is at the convenience of the institution or of the individual, subject, however, to the limitation that there must be at least four years between leaves.

Two types of sabbatical leave shall be made available to eligible faculty members in the academic year 1976-77 -- half year at full pay and full year at two-thirds pay. Half-year sabbaticals shall be limited to 5% of the full-time faculty during that academic year; there shall be no such limit on full year

sabbaticals. The Union and the Employer agree to assess the academic and economic impact of this sabbatical plan in order to determine whether or not it shall be continued in subsequent years.

ARTICLE XXIII

SALARY SCHEDULE

The above schedule provides an increase of salary levels amounting to a maximum of $1.4 million over the three years of the contract. Each individual shall receive the increment between his present salary and the salary at the appropriate third-year step (i.e., current year in rank + 2), apportioned over the three years as follows: in the first year, 29.43 percent of the three-year increment; in the second year, 34 percent; in the third year, 36.57 percent.

It is expected that approximately $10,000 of the $1.4 million will not be used in implementing the schedule due to turnover of faculty. Therefore, it is agreed that $10,200 will be made available during the life of this contract, to be used to guarantee a minimum level of salary improvement for all Unit members.

It is agreed that up to $16,099 will be made available during the life of this contract, to be used to improve the salary of the six Psychological Counselors.

Adjustments in implementation of the salary schedule shall be made so that promotions effective September 1, 1972 through September 1, 1976 shall not entail a decrease in increments that would have been experienced without such promotion.

A salary step represents one year of full-time faculty service, including paid, but excluding unpaid leave, in rank in the Institution. A faculty member may be placed on a higher step

than his service warrants only with the concurrence of the union and the employer. Such anomalies will be limited to cases of extended service in lower rank and to initial placement.

C. W. POST

SALARY SCHEDULE 9/1/74 - 8/31/77

	1	2	3	4	5	6	7	8
INST.	10,910	11,610	12,310	13,010	13,710	14,410	15,110	------
ASST.	13,510	14,310	15,110	15,910	16,710	17,510	18,310	------
ASSOC.	16,310	17,110	17,910	18,710	19,510	20,310	21,110	------
FULL	19,310	20,210	21,110	22,010	22,910	23,810	24,710	25,610

ARTICLE XXIV

FRINGE BENEFITS

The Employer agrees to continue all fringe benefits existing at the date that this Agreement is placed in effect, for the life of this Agreement; further, the Employer agrees to increase its contribution for Blue Cross -- Blue Shield from the previous $5.00 per month to the new total of $12.50 per month, to take effect upon ratification of this Agreement.

ARTICLE XXV

RETIREMENT

The normal age of retirement shall be 65 (68 for faculty members enjoying tenure prior to September 1, 1973). Upon recommendation of his Department and Administration and subject to the approval of the Board of Trustees, a faculty member who has passed the age of retirement shall be offered annual full-time contracts (or part-time contracts on a pro-rata basis) with the continuation of all retirement benefits except tenure and sabbatical leave.

Retired faculty shall be eligible for adjunct teaching in all sessions and semesters upon recommendation of their Departments. Retired faculty members shall continue to enjoy full tuition remission or tuition assistance for their children (the benefit shall continue in the event of the decease of the retired member) and the right to use available office space, laboratories, the library, and other campus facilities.

Participation in any of the early retirement programs sponsored by the Employer shall be voluntary.

ARTICLE XXVI

ADDITIONAL PROFESSIONAL ACTIVITIES

A full-time faculty member shall be permitted to engage in remunerative professional activities outside the University, provided full disclosure of such activities is made upon request of the Dean.

Except in rare circumstances and with the Dean's approval, faculty members shall not provide private counseling, tutoring, lessons, or consultation for members of the student body for a fee; all reasonable assistance by faculty members to the student without a fee is to be encouraged as part of the total educational process.

A faculty member, in any opinion or certificate which he may give as to the merits or claims of any business undertaking or of any scientific or practical invention, shall indicate that he is not a spokesman for the University or any of its parts.

ARTICLE XXVII

APPOINTMENT OF KEY CENTER ADMINISTRATORS

No candidate shall be recommended to the Board of Trustees for appointment to the office of President, Vice President for Academic Affairs, Dean, or Director of Libraries without prior consultation with the faculty. In the case of Dean or Director of Libraries, consultation shall be held with a Search Committee composed of elected faculty from the cognizant Unit and elected student representatives, the composition of the Committee to be determined by the faculty. In the case of President or Vice President for Academic Affairs, formal consultation shall be held with an elected Search Committee, the Faculty Council, or the Center Appointments Committee, as determined by the Administration, or any other vehicle deemed appropriate by both the Administration and the Faculty Council.

ARTICLE XXVIII

GENERAL FACULTY PROCEDURES

In matters of faculty contribution to institutional governance, decisions are arrived at by vote in Center Faculty Meetings. The Center Faculty, in consultation with the President of the Center, shall determine the dates of its regular meetings, choose its presiding officer and secretary and establish rules of procedure. It establishes standing and ad hoc committees to carry out the functions which it designates. Administrators are invited to attend and participate in the meetings but have no vote. College, School and Library faculties shall operate in similar fashion in carrying out delegated responsibilities. Special Meetings of the Center Faculty may be called by the Faculty Council or by the President of the Center. Such meetings will be scheduled after 2:30 p.m. or at a mutually acceptable time.

Subject to the approval and general direction of the Center Faculty, each faculty committee shall state in writing its delegated purpose, authority, and rules of procedure for carrying out the regular academic business of the faculty including such typical areas as curriculum, academic standing and admission policy as assigned to it by the Faculty.

ARTICLE XXIX

DEPARTMENTAL GOVERNANCE

Every full-time faculty member of C. W. Post Center shall hold appointment as a member of a specified Department or cognate Unit. (The words "or cognate Unit" shall be understood to be appended to "Department" throughout). Every full-time faculty member of a Department shall have the right to participate fully in selecting its Chairman (as described in the following procedure) and its Personnel Committee membership, including the establishment of election procedures and committee composition, the making of nominations, and voting.

The Department Chairman or Director in conjunction with department faculty shall be responsible for developing departmental recommendations on major programs and curriculum; for recommending those deemed eligible for appointment, reappointment, promotion, tenure, and leaves in accordance with procedures specified elsewhere in this Agreement and for preparing budgets and planning schedules. The Department Chairman or Director is responsible for expediting the routine business of the department.

Department chairmen and directors shall be initially appointed by the Dean following nomination by vote of a majority of the full-time Unit members in the department by secret ballot election. If the Dean declines to accept the department's nomination, he may ask the department to consider or designate an alternative nominee. If, by a vote of the majority of the department, the department declines

to accept the Dean's proposal, the impasse shall be submitted to a resolution panel consisting of the Chairman of the Faculty Council, the Chairman of the Center Tenure and Promotion Board, the Academic Vice President and the Vice President for Business Affairs. The panel shall reach a final solution by consensus. No acting chairman or director shall be appointed except upon recommendation of the panel.

In the event that one of the faculty members on the panel is in the department involved in the impasse, his next in line of command shall replace him.

A new election shall be held at the end of three years. After the chairman's first year in office, either the majority of Unit members in the department or the Dean can order a new election.

In the event of impasse in this situation, the procedure for resolution outlined above shall be followed.

All elections referred to in this section shall occur during the academic year except in the case of emergency.

Nothing in this Article shall be understood to establish a new procedure through which appeal to a reconciliation panel in the appointment of Chairmen shall routinely occur.

ARTICLE XXX

OFFICE SPACE

The Administration shall make every reasonable effort to provide adequate space and instructional facilities for faculty where they do not yet exist and not to make significant changes in existing office arrangements without the concurrence of the Departments involved.

ARTICLE XXXI

INFORMATION AND DATA

In addition to any other information and data provided for elsewhere in this Agreement, the Employer shall make available to the Union, upon written request and within a reasonable time thereafter, where possible within two weeks, such statistics and financial information in possession of the Employer which directly relate to this Agreement or the negotiation of a successor Agreement. It is understood that information, the divulging of which would violate an individual's legally guaranteed rights of privacy, is not covered by this Article. It is further understood that this Article shall not be construed to require the Employer to compile information and statistics in a form not already compiled, unless mutually agreeable.

ARTICLE XXXII

TELEVISING, TAPING, AND RECORDING OF INSTRUCTION

There shall be no taping, televising or recording of instruction without the written permission of the instructor. The faculty member shall have the sole control over and rights to any televising, taping, or recording of his written and oral presentations, as well as exclusive control over their instructional use. Taped, televised or recorded instruction shall not be used in lieu of faculty in classes for which tuition is charged.

ARTICLE XXXIII

EMPLOYER-UNION RELATIONSHIPS

The Employer and the Union agree that regular channels of communication should exist to facilitate discussion, exchange of information, and resolution of differences between the two parties which may arise with reference to this Agreement and the implementation thereof.

The President of C. W. Post Center shall meet with representatives of the Union at least bi-monthly to discuss matters of concern to either party. More frequent meetings shall usually be held when requested by either party.

The Union shall be included as a regular constituent in the distribution of all official documents concerning University or Center policies on budgets, finances, personnel, governance procedures, or other matters of concern to the faculty of C. W. Post Center.

A representative of the Union shall be seated on each Standing Presidential Advisory Committee.

The Employer shall print copies of this Agreement and distribute them to all Unit members.

ARTICLE XXXIV

CHECK-OFF

The Employer agrees to the principle of exclusive check-off of Union dues for all members of this unit for whom signed check-off authorization cards have been submitted by the Union.

All such deductions, based on an official list, accompanied by necessary individual authorizations, supplied by the Union, shall be made monthly and remitted to the Union no later than fifteen (15) days after such deductions are made, together with a list containing the names of Employees from whom the deductions are made as union members. Additional names shall be added to the official list upon fifteen (15) days notice. Changes in the rate of membership dues shall be implemented by the Administration through the check-off system upon fifteen (15) days notice to the Treasurer of the University.

ARTICLE XXXV

FACULTY AND UNION LISTS

The Employer shall provide the Union with available information concerning names, sex, home addresses, Social Security numbers, telephone numbers, departments, ranks, years in rank, and tenure status of all members of the Unit by November 1st of each year. The Employer shall also provide the same information for all changes within 30 days after the change occurs.

The Union shall provide the Employer with a list of the names, addresses, and titles of officers of the C. W. Post Chapter of Local 1460, and will keep such a list current.

ARTICLE XXXVI

FACILITIES FOR UNION USE

The Union shall be provided with an office (Humanities 113 or comparable centrally located space agreed to by the Union). Any cost resulting from the use of this office space such as telephones, stationery, postage, etc., will be borne by the Union. The Employer will cooperate with the Union in providing adequate furniture for this office. The Union shall have the use of a restricted Centrex telephone. The Union shall have the right to install other telephones at its expense.

The Union shall be provided with a bulletin board (at least 3' X 3') for its exclusive use, located at a place of the Union's choice. In addition, the Union shall be entitled to post notices on other existing bulletin boards customarily used for general notices.

The Union shall have the use of any campus facility available for meetings or social events; the use of copying, duplicating, photocopying services and inter-intra campus mail on the same basis, priority and charge as these services are made available to other official faculty groups and organizations. The Union will be assigned facilities, if available, upon 3 weekdays notice for emergency meetings provided audio-visual, catering or other specialized services are not a part of the request.

No general Union meeting shall be scheduled during the time set aside for general faculty meetings. No general faculty or Administration convened faculty meeting shall be scheduled during the time for which a Union meeting has been announced.

ARTICLE XXXVII

SUCCESSOR

In the event of the sale, merger, or transfer of C.W. Post Center and/or its College, Schools, or any constituent parts thereof, the Employer who purchases or otherwise acquires the operations of the Center (College, School, or constituent part) shall be bound to honor this Agreement and all terms and conditions set forth herein.

ARTICLE XXXVIII

CONFIRMITY TO LAW - SAVINGS CLAUSE

If any provision of the Agreement is or shall at any time be contrary to law, then it shall not be applicable or performed or enforced, except to the extent permitted by law. In any such case a substitute provision shall be subject to appropriate consultation and negotiation with the Union.

If any provision of this Agreement, in whole or in part, is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Should this article be the subject of an arbitration, the arbitrator shall determine only the monetary equivalent of any loss to either party sustained by conformity to law.

ARTICLE XXXIX

NO STRIKE

The Union expressly agrees that it will not participate in, counsel, or induce any type of strike action during the term of this Contract, and, likewise, the Employer expressly agrees not to lockout any of its employees included in this Unit during the life of this Agreement.

ARTICLE XL

TERM OF CONTRACT

This Contract, effective September 1, 1974, shall terminate as of midnight, August 31, 1977.

ARTICLE XLI

RATIFICATION

No final Agreement shall be executed without ratification by the Union and the Board of Trustees of Long Island University. The Union contract will supersede statutes, regulations, documents and past practices wherever conflict exists.

MEMORANDUM OF UNDERSTANDING #1

The waiver of the application of the estoppel clause of the 1940 AAUP Statement in Article XIII (Contractual Continuation of Employment) does not constitute a waiver of the rights of any Unit member who may have held de facto status as of September 1, 1974. It is agreed that any such individual shall be recommended for tenure at the first regular meeting of the Board of Trustees following the adoption of this Agreement.

MEMORANDUM OF UNDERSTANDING #2

Any person hired as a Visiting Faculty member (at any rank) for a specified period of time is not considered as a probationary, contractual continuing, or tenured Unit member. He will not be continued beyond the stated period of time without the agreement of the department and the Administration.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered into this 27th day of January, 1975, between C. W. Post Center of Long Island University and the C. W. Post Chapter of the United Federation of College Teachers regulating terms and conditions of employment for all employees now or hereafter employed in the bargaining Unit for the period September 1, 1974, to August 31, 1977. All provisions of this Agreement are attached and are subject to ratification by the membership of the Union and the Board of Trustees of Long Island University.